



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**HARDWARE MAINTENANCE AND REPAIR SERVICES
SUPPORT TORFP-OTHS/OTHS-07 -004S**

CATS TORFP PROJECT NUMBER: N00P7200592

**DEPARTMENT OF HUMAN RESOURCES
OFFICE OF TECHNOLOGY FOR HUMAN SERVICES**

ISSUE DATE: July 18, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP NAME:	HARDWARE MAINTENANCE AND REPAIR SERVICES SUPPORT (HMRSS)
FUNCTIONAL AREA:	SYSTEMS/FACILITIES MANAGEMENT AND MAINTENANCE (6)
TORFP ISSUE DATE:	July 18, 2006
Closing Date and Time:	August 15, 2006 at 2:00 pm
TORFP Issuing Office:	Department of Human Resources (DHR) /Office of Technology for Human Services (OTHS)
Questions and Proposals are to be sent to:	Hattie M. Crosby, Procurement Specialist Department of Human Resources Office of Technology for Human Services 311 West Saratoga Street Baltimore MD 21201 Office Phone (410) 767-7145 Fax (410) 333-0433 hcrosby@dhr.state.md.us
TO Procurement Officer:	Hattie M. Crosby, Procurement Specialist Department of Human Resources Office of Technology for Human Services 311 West Saratoga Street Baltimore MD 21201 Office Phone (410) 767-7145 Fax (410) 333-0433 hcrosby@dhr.state.md.us

TO Manager:	John Gallagher, Deputy CIO for Systems Management Department of Human Resource Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201 Office Phone: (410) 767-7214 Fax (410) 333-0433 Jgallagher@dhr.state.md.us
Project Number:	APICS PO N00P7200592 AGENCY CONTROL NUMBER: OTHS/OTHS-07-004S
TO Type:	Fixed Price
Period of Performance:	November 1, 2006, commencing on the date of Notice to Proceed and terminating October 31, 2007 with two-1 year renewal options.
MBE Goal:	30 %
Primary Place of Performance:	An electronic list of DHR equipment and Locations will be furnished upon request (Attachment 12)
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	
TO Pre-Proposal Conference:	Wednesday, July 26, 2006 Time: 10:00 a.m. Conference Room No.2 Location :Department of Human Resources Information Service Center (DHRIS) 1100 Eastern Boulevard Baltimore, MD 21211

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to hcrosby@dhr.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: HARDWARE MAINTENANCE AND REPAIR SERVICES
TORFP No.: N00P7200592, Agency Control Number: OTHS/OTHS-07-004S

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
-

Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ -
_____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. (**Reference 2.14 change orders**).

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHR's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP# **N00P7200592, Agency Control Number: OTHS/OTHS-07-004S. The first ,Agency Control Number: OTHS/OTHS-07-004S. Technical**". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP#**N00P7200592** file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP#**N00P7200592, Agency Control Number: OTHS/OTHS-07-004S. Financial**". **The proposal documents that must be submitted** with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement

value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at **311 W. Saratoga Street, Baltimore, MD 21201, 4th Floor, contact the TO Procurement Officer.** Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed two (2) times the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, BACKGROUND, AND PROJECT

2.1.1 PURPOSE

The Department of Human Resources (DHR)/Office of Technology for Human Services (OTHS) is issuing this CATS TORFP to obtain on-site, out-of-warranty hardware maintenance, repair services, equipment replacement and support services as described in this Section for computer equipment and peripherals, network and host connected peripherals owned and supported by DHR OTHS. The out-of-warranty equipment service calls will be dispatched from the OTHS Technical Services Unit to the TO Contractor and is based on a equipment per call basis not to exceed one hundred twenty (120) calls per month for the equipment owned by DHR

2.1.2 BACKGROUND

The DHR's technology infrastructure includes approximately 53,500 items of computer equipment and peripherals (such as servers, workstations, laptop computers, printers and UPSs), networked and host connected peripherals (such as terminals, controllers, system printers) installed at DHR office locations throughout the State. Approximately 42,625 of these devices are presently out of warranty. **An electronic list of DHR Equipment and DHR Office locations will be furnished upon request. (Attachment 12)**

2.1.3 PROJECT BACKGROUND

DHR/OTHS lacks sufficient in-house staff to accommodate, on average, approximately 120 maintenance and repair calls each month for hardware out-of-warranty hardware devices. DHR currently contracts with an outside service contractor for on-site hardware maintenance, repair services, replacement and support being dispatched to the contractor from the DHR/OTHS' Technical Services Unit. The OTHS uses a flat rate of equipment calls per month. The number of dispatched calls will not exceed twenty (20) critical calls and one hundred (100) non- critical calls per month. Critical service calls are defined as equipment that is malfunctioning or out of service and unavailable for operation use. Non-critical service calls are defined as normal maintenance or repair services to keep equipment in good operating condition. **DHR will provide an electronic listing of monthly activity calls from the previous contractor on critical and non-critical calls per month for all equipment to be maintained. (Attachment 13)**

2.2 PROFESSIONAL DEVELOPMENT

The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by DHR or anticipated to be implemented by DHR in the near future. With DHR prior approval, the time allocated to these continuing education activities for staff deployed to DHR on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.3 TO CONTRACTOR SERVICES, DUTIES AND RESPONSIBILITIES

The TO Contractor shall provide the following services, duties and responsibilities:

The TO Contractor shall provide the personal services of qualified service technicians to provide on-site, out-of-warranty hardware maintenance, repair services and support on an equipment per call basis for all brands and models of computer equipment and peripherals, networked and host connected peripherals owned and supported by DHR.

The TO Contractor shall provide the services of a Project Manager. The Project manager duties and responsibilities and services will ensure that mutually agreed upon repair and replace response times are met, provide progress reports, and participate in monthly meetings with the DHR Project Managers and other designated Staff. The TO Contractor shall provide a detailed troubleshooters' guidebook for use by DHR System Support Staff in performing first level support troubleshooting tasks. The TO Contractor will provide the services of hardware maintenance and support technicians to perform duties for the maintenance and repair of network and stand-alone computer equipment and peripheral which will include repair parts and equipment replacement.

2.3.1 TECHNICAL DUTIES AND RESPONSIBILITIES

The TO contractor shall supply qualified technicians to provide on-site, out of warranty hardware maintenance and repair service on an as-needed basis for all brands and models of computer equipment and peripherals, networked and host connected peripherals owned and supported by DHR. The equipment technicians should be experienced with the brands and models in the maintenance and repair of computer equipment and peripherals, networked and host connected peripherals. **An electronic list of DHR Equipment and DHR Office locations will be furnished upon request. (Attachment 12)**

The TO contractor shall provide the services of equipment technicians proficient in the identification and resolution of problems with all equipment. Advanced and working knowledge of how these devices operate is critical in the performance of their duties.

2.3.2 TECHNICAL DUTIES WORK SCHEDULE

The TO Contractor shall be responsible for maintenance and repair of all of DHR's out-of-warranty computer equipment and peripherals, such as network and stand-alone computer equipment and peripherals for workstations, laptops, and servers.

The TO Contractor shall provide services for on-site hardware maintenance and repair for all brands and models of equipment and peripherals. The Equipment Technicians will be dispatched for all services from the OTHR Technical Services Unit using an on-line request system proposed by the TO Contractor.

The following technical services shall be furnished by the TO Contractor:

- a) Service Guarantee: The TO Contractor shall perform all work in accordance with current professional standards and best practices using first quality original equipment manufacturer (OEM) authorized parts or quality reconditioned OEM Parts so that performance is equivalent to that of a new part.
- b) Minimum Warranty: A minimum of 90 days warranty is required from completion of repair or replacement. The TO Contractor's specific warranty policy must be included in the response to this TORFP.
- c) Right to Replace or Reject TO Contractor Technicians: DHR/OTHS reserves the right to request that technicians that DHR views as unqualified or unprofessional in performance of

duties or in conduct at DHR office locations be replaced. DHR reserves the right to review and approve the resumes of technicians proposed and reject technicians that DHR deems as unqualified.

- d) Coverage Hours: The TO Contractor shall perform hardware maintenance and repair services at the on- site location of the malfunctioning device between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except on State Holidays or in event of building closures. A request to provide service for a specific malfunctioning device outside of the normal coverage hours or days must be pre-approved by the DHR TO Manager.
- e) Service Request Method: DHR desires to send all service requests to the TO Contractor via an on-line request system. The proposed method of submitting service requests will be decided by mutual agreement between DHR and the TO Contractor. The date and time included on-line requests shall be used as the start time for measurement of the initial response time and the repair or replace time frame. DHR will not be responsible for including TO Contractor generated codes on service requests.
- f) Initial Response Requirement: At a minimum, the TO Contractor's initial response shall consist of making personal contact with the DHR designated contact for the office where the malfunctioning device is housed to coordinate the schedule for repair or replace service.
- g) Coordination of work schedule: The TO Contractor shall coordinate the schedule for repair or replacement with the DHR designated contact for the office where the malfunctioning device is housed. DHR will provide an electronic list of equipment to include contacts, addresses, and telephone number for each office location being covered under this TO
- h) Initial Response Times: For severe problems (such as a malfunctioning server or controller), the TO Contractor's initial response within one (1) hour of receipt of the service request is required. For all other problems, the contractor's initial response is required within four (4) hours of receipt of the service request. The TO Contractor's specific initial response times must be included in the response to the TORFP.
- i) Repair or Replace Time Frames: The TO Contractor shall either replace or repair the malfunctioning device, as needed to meet the required repair or replace time frame. The contractor shall provide replacement parts/devices. For severe problems, (critical calls) such as malfunctioning server or controller, the required repair or replace timeframe is within four (4) hours of receipt of the service request. For all other problems (non-critical calls), the required response timeframe is within three (3) business days of receipt of the service request. (The TO Contractor's specific repair or replace time frame must be included in the response to the TORFP.)
- j) Withholding for failure to meet Repair/Replace Time Frame: Failure to meet the agreed upon service time frames on more than 10% of the total requests for any specific month, may result in withholding of 10% of the total invoice amount for that month. The withheld amount would be payable to the TO Contractor the next month in which the Contractor meets or exceeds the agreed service time frames.
- k) Replacement parts: All replacement parts supplied by the TO Contractor shall be quality original equipment manufacturer (OEM) parts or certified quality reconditioned OEM parts so that the performance is equivalent to that of a new part.

- l) Repair/Replacement of Hard Drives: If repair or replacement services result in the loss, removal or malfunction of a hard drive's operating system, and repair or replacement of a hard drive is required the TO Contractor will insure that the basic functionality of the hard drive is restored, that the Basic Input Output System (BIOS) recognizes the device, and that the hard drive is ready to have the operating system loaded.
- m) Notification of Replaced Equipment: When any hardware device is replaced, the TO Contractor must submit to the designated DHR staff, via e-mail or facsimile, the serial numbers and descriptions of both the original and replacement devices. There is no exclusion or exception to this requirement.
- n) Notification of Completion of Service Request: Within one (1) business day of the completion of a service request, the TO Contractor must transmit to the DHR TO Manager, via facsimile or email, a document detailing the DHR service request identification number, problem description, solution description, serial number of the malfunctioning device, completion date and time for the service request, and approval signature of the DHR office contact or equipment user verifying restoration of the device. If the document is not received, DHR shall assume the service request was not addressed within the agreed time frame.
- o) Troubleshooters' Guidebook: The TO Contractor will provide as a deliverable, a troubleshooters' guidebook for use by DHR System Support Staff in performing first level helpdesk support. The guidebook will contain diagnostic tips, questions to ask, and key information to collect and include in service request and is required thirty (30) days after contract award to the DHR TO Manager.

2.3.3 REPORTING

Project Management:

The TO Contractor shall submit a monthly progress report to the TO Manager, and an electronic copy to DHR, Office of Technology for Human Services. The Progress report and copy shall be submitted not later than the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

- Agency Purchase Order Number, Functional Area, reporting period and "progress Report" to be included in e-mail subject line. Work accomplished during the reporting period.
- Work accomplished during the monthly reporting period.
- Deliverable progress, as a percentage of completion.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.4 PERFORMANCE EVALUATION AND STANDARDS

The TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards will be furnished upon request.

2.5 MITIGATION PROCEDURE

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO manager will follow established mitigation procedures, prior to requesting that the TO Contractor provide a replacement employee. This mitigation procedure will be furnished upon request.

2.6 WORK HOURS

The TO Contractor's assigned personnel will work an eight-hour day (8:00 am to 4:30 pm), Monday through Friday except for State holidays. Any deviation from the required work schedule must be formally approved by the DHR TO Manager.

2.7 DELIVERABLES

Troubleshooters' Guidebook: The TO Contractor shall provide a troubleshooter's guidebook for use by DHR Systems Support Staff in performing first level help desk support **{reference section 2.3.2 (0)}**.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein. **An electronic list of DHR 's Equipment and Office Locations will be furnished upon request. (Attachment 12).**

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format **(Reference 2.13 Invoicing)**. **DHR will provide an electronic listing of monthly activity calls from the previous contractor on critical and non-critical calls per month for all equipment to be maintained. (Attachment 13). The number of dispatched call will not exceed twenty (20) critical calls and one hundred (100) non-critical calls per month.**

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.

- C) Represent factual information reasonably, expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. (**Reference 2.8 Required Project Policies, Guidelines and Methodologies**).

2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

2.9 TO CONTRACTOR PERSONNEL QUALIFICATIONS AND CERTIFICATIONS

The following personnel qualifications and certifications are required: The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances and contracts with other firms for providing such services including OEM replacement parts or replacement of equipment. At a minimum, the TO Contractor’s Project Manager and Hardware Maintenance Technician should possess the following qualifications:

- A) Project Manager
 - 1) Education: A Bachelor Degree from an accredited college or University with a major in Computer Science, Information Systems, Engineering, or technical hardware maintenance and support discipline. A Bachelor’s Degree in one of the above discipline equals one year specialized and two years general experience.
 - 2) General Experience: Must have 8 years of computer hardware maintenance and support experience in at least two of the following disciplines: Equipment Operations and Hardware maintenance and Support as a Project Manager in the areas

of computer equipment and peripherals, such as network and stand- alone computer equipment and peripherals for workstations, laptops and servers.

- 3) **Specialized Experience:** At least 5 years of experience as a computer hardware maintenance and support Engineer or Project Manager in the areas of computer equipment and peripherals, such as network and stand- alone computer equipment and peripherals for workstations, laptops and servers.

B) Hardware Technician

- 1) Hardware Maintenance and Support Technician should have a minimum of four years general and specialized experience in the repair, maintenance and support of computer equipment and peripherals, such as network and stand- alone computer equipment and peripherals for workstations, laptops and servers.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor proposed staff must demonstrate a level of expertise in maintenance and repair of network and stand-alone computer equipment and peripherals at a level consistent with or exceeding the labor categories and qualification in section 2.12 of the Master Consulting and Technical Services (CATS).

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that DHR is dissatisfied with the TO Contractor's personnel for not performing to the standards specified in Section 2.3, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.7. **(Deliverables)**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Human Resources/Office of Technology for Human Services as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Department of Human Resources/Office of Technology for Human Services Attention: Director, Technical Services, 311 West Saratoga Street Baltimore Md. 21201
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor's understanding of the acceptance criteria.
- 9) **Warranty Support:** The time period and service level of warranty

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) A list of all subcontractors in addition to those used to satisfy the MBE subcontracting participation goal (A detailed description of the contributing roles of all subcontractors including the intended areas of use of Minority Business Enterprises (MBEs), relative to the requirements of this TORFP

C) MBE Participation

- 1) Submit completed MBE Documents Attachment 2, Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:

- a) Name of organization.
- b) Name, title, and telephone number of point-of-contact for the reference.
- c) Type, and duration of contract(s) supporting the reference.
- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- f) Experience Information in State Contracts.

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. **Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience for past performance evaluation criteria of this RFP.** For each identified contract the Offeror is to provide:

1. The State contracting entity
2. A brief description of the services/goods provided
3. The dollar value of the contract
4. The term of the contract
5. The State employee contact person (name, title, telephone number and if possible e-mail address)
6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

F) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

Fixed Price Component

The Contractor shall provide the following in the Financial Proposal”:

- 1) Assumptions: A description of any assumptions formed by the Contractor in developing the Financial Proposal
- 2) Formatting requirements for the price breakdown structure (See Attachment 1 Price Proposal)
 - a) Fixed-price dollar figures will be rounded to the nearest whole dollar
 - b) The information should continue, as necessary and appropriate, to cover all deliverables
- 3) List all deliverables, even those not separately priced
- 4) This task order is a fixed price agreement (pricing should be based on a maximum of 20 critical calls and 100 non-critical calls per month) In addition, there is a time and material component for call exceeding the maximum number (20 critical, 100 non-critical) per month.

Fixed Price Component

In order to implement a standard method by which the State can compare the proposed cost of competing proposals and make informed judgments about the reasonableness of proposed prices, price breakdown data shall be submitted in a common tabular format (See Attachment 1 Price Proposal):

- 1.) All personnel costs and other costs figures shall be fully loaded rates, in accordance with the terms and conditions of the Master Contract. Separate pricing for overhead profit, G&A etc is unacceptable.
- 2.) Each deliverable specified in the TORFP must be addressed by the price breakdown submitted in the Contractor's financial proposal. Contractors are free to suggest additional deliverables or milestones in their proposals.
- 3.) Proposed cost will be placed in two categories: Labor Cost and Material Costs. An experience based, assumed failure rate of approximately 4% can be expected.

- a) Proposed labor skill category: a listing by title of each labor category proposed by the Contractor to accomplish or produce deliverables
 - b) Hourly Rate-the hourly rate for each labor category (In accordance with the Contractor's price proposal, submitted in response to the Master Contract
 - c) Total cost for Each Labor Category-The product of the proposed Hourly Rate times the Number of Hours Proposed
- 4.) The labor cost will appear as the last entry in the price proposal and will be the sum of all the entries made in the column, Total Cost for Each Labor Category.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.\

- 1) The Qualifications of the proposed personnel meet or exceed the minimum Qualification set forth in the Master Contract
- 2) Efficiency and effectiveness of the work plan, including the approach and methodology for completing the requirements of the Task Order, the reporting mechanism for ensuring project schedules are met and change control and testing methodology
- 3) Efficiency and effectiveness of the overall plan of action including project management and reporting methodology.
- 4) Satisfactory past performance on engagements provided as reference accounts in the Contractor's Technical Proposal
- 5) The required level of MBE Participation
- 6) The level of Economic benefit to the Sate of Maryland
- 7) Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience for past performance evaluation criteria of this RFP

The Task Order Agreement will be awarded to the proposal that is most advantageous to the State, considering evaluation factors set forth and price.

4.3 SELECTION PROCEDURES

- 4.3.1** TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.2** Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.3** The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. (See Attached sample of Notice to Proceed Letter)

ATTACHMENT 1

PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # N00P7200592 file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # N00P7200592"
Agency Control Number: OTHS/OTHS-07-004S

Base Year

Identification	Deliverable	Proposed Monthly Fixed Price	Total Yearly Fixed Price
# of Deliverable	Title of Deliverable		
	Monthly fixed price for maintenance and hardware repair services as defined in Section 2 (Scope of Work)		

Option year -1

Identification	Deliverable	Proposed Monthly Fixed Price	Total Yearly Fixed Price
# of Deliverable	Title of Deliverable		
	Monthly fixed price for maintenance and hardware repair as defined in Section 2 (Scope of Work)		

PRICE PROPOSAL FOR CATS TORFP # N00P7200592file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # N00P7200592
Agency Control Number: OTHS/OTHS-07-004S

Option year 2

Identification	Deliverable	Monthly Fixed Price	Total Yearly Fixed Price
# of Deliverable	Title of Deliverable		
	Monthly fixed price for maintenance and hardware repair as defined in Section 2 (Scope of Work)		

Grand Total of base year and two (2) option years

Identification	Deliverable	Yearly Fixed Price	Total base year and option years Fixed Price
# of Deliverable	Title of Deliverable		
	Total of all years including options		

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS
CATS TORFP # file will be the TO Proposal technical response to this TORFP and titled, "CATS
TORFP ADPICS PO# **N00P7200592** OTHS/OTHS-07-004S

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 1**

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror’s TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror’s TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. will be the TO Proposal technical response to this TORFP and titled, “CATS TORFP# N00P7200592, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [redacted] percent and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror’s responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2**

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number ADPICS PO #N00P7200592	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED
SUMMARY**

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 2**

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 - FORM D-3
MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

Outreach Efforts Compliance Statement

1. In conjunction with the bid or offer submitted in response to TORFP # **N00P7200592**, I state the following:
2. Offeror identified opportunities to subcontract in these specific work categories:
3. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
4. Offeror made the following attempts to contact personally the solicited MBEs:
5. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

6. Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

Offeror Name	By: Name
Address	Title
	Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 4**

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP No. ADPICS PO #N00P7200592, it and

_____ ,

(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #ADPICS PO# N00P7200592 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

TO Manager: John Gallagher, Deputy CIO, System Management/Department of Human Resources/Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201 Office Phone (410) 767-7214 Fax (440) 333-0433 Email: JGallagher@dhr.state.md.us	TO Procurement Officer: Hattie M. Crosby, Procurement Specialist Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201 Office Phone: (410) 767-7145 Fax (410) 333-0433 Email: Hcrosby@dhr.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS TORFP # N00P7200592 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

<p>TO Manager: John Gallagher, Deputy CIO, Systems Management Department of Human Resources/Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201 Office Phone (410) 767-7214 Fax (440) 333-0433 Email : Jgallagher@dhr.state.md.us</p>	<p>TO Procurement Officer: Hattie M. Crosby, Procurement Specialist Office of Technology for Human Services 311 West Saratoga Street Baltimore, MD 21201 Office Phone: (410) 767-7145 Fax (410) 333-0433 Email: Hcrosby@dhr.state.md.us</p>
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3

Task Order Agreement

CATS TORFP # **N00P7200592**. Agency Control Number: 0THS/0THS-07-004
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this 1st day of **XXXX** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Department of Human Resources Office of Technology for Human Services.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the DHR/Office of Technology for Human Services, as identified in the CATS TORFP # **N00P7200592**; 0THS/0THS-07-004
 - b. “CATS TORFP” means the Task Order Request for Proposals # **N00P7200592**; 0THS/0THS-07-004, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **MASTER CONTRACTOR** dated December 19, 2005.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between **DHR Office of Technology for Human Resources** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 14 months, commencing on the date of **Notice to Proceed** and terminating on XXX31, 2007.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF HUMAN RESOURCES/OFFICE OF TECHNOLOGY FOR HUMAN SERVICES , DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS MANAGEMENT

By: Hattie M. Crosby, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4
Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5

Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
 (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.5 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

ATTACHMENT 6

Directions to the Pre-TO Proposal Conference

All visitors must enter the front entrance of the building, at 1100 Eastern Boulevard
Baltimore, MD 21211, with Photo I.D to enter the building, Check In at the visitor's Desk and you will be directed to
Conference Room 2.

Parking Is Available at the site

ATTACHMENT 7 NOTICE TO PROCEED

Day Month, Year

TO Contractor Name
TO Contractor Mailing Address

Re: CATS Task Order Agreement # **N00P7200592**

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Day Month, Year, for the above-referenced Task Order Agreement. John Gallagher, , TO Manager of the Department of Human Resources will serve as your contact person on this Task Order. John Gallagher, , TO Manager can be reached at telephone (410) 767-7214 and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Hattie M. Crosby, Procurement Specialist
Task Order Procurement Officer

Enclosures (2)

cc: John Gallagher, , TO Manager
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8
AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Hardware Maintenance and Repair Service Support

TO Agreement Number: # N00P7200592 Agency Control Number: OTHS/OTHS-07-004

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: John Gallagher,

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9
ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Human Resources/Office of Technology for Human Services

Project Name: Hardware Maintenance and Repair Service Support

TO Manager: John Gallagher, (410) 767-7214

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement # **N00P7200592**, Agency Control Number: OTHS/OTHS-07-004 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 10
NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #N00P7200592 , Agency Control Number: OTHS/OTHS-07-004S, for Hardware Maintenance and Repair Services Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland .OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
7. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Department of Human Resources/Office of Technology for Human Services (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Hardware Maintenance and Repair Service Support , OTHS/OTHS-06-004. **PO N00P7200592** dated July 18, 2006, (the "TORFP" issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Department of Human Resources/Office of Technology for Human Services:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12

An electronic list of all equipment and office location will be provided upon request, please contact:

Hattie M. Crosby, Agency Procurement Officer
311 West Saratoga Street
Baltimore, MD 21201
Telephone: (410) 767-7145
Fax (410) 333-0433
e-mail: Hcrosby@dhr.state.md.us

ATTACHMENT 13

To obtain a copy of the past contract monthly activity report,
please contact:

Hattie M. Crosby, Agency Procurement Officer
311 West Saratoga Street
Baltimore, MD 21201
Telephone: (410) 767-7145
Fax (410) 333-0433
e-mail: Hcrosby@dhr.state.md.us

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____